

RESPONSE NO. 2

**FAX Transmission**

The information contained in this facsimile message is privileged and confidential information intended only for the individual or entity named below. If you have received this communication in error, or are unable to deliver it, please notify the sender immediately and destroy this fax message.

Please deliver the following material as soon as possible.

From: Cheryl Townlian

Burlington Northern Santa Fe Rwy

3253 E. Chestnut Expressway
Springfield, MO 65802

Questions? Call Bill Cologna @ (417) 864-2188
Fax (417) 864-2498

To: Mike Rentschler

Company: IDOT

FAX: 217-524-9357

Address:

City, State, Zip:
Springfield, IL

Date: 3/6/00

Time: 11:35

2 Pages: (including this one)

Message:

Our Attorney is Doug Werner 817-352-2363.
If you have any questions please call me at
417-864-2154

Cheryl

DATE January 19, 2000

TO:

DOUG WERNER
LAW DEPARTMENT
BURLINGTON NORTHERN SANTA FE
3017 LOU MENK DRIVE
PO BOX 961039
FORT WORTH, TEXAS 76131-2830
VIA
COMPANY OVERNIGHT MAIL

REC'D
LAW DEPT.

JAN 24 2000

2/14/00

Al Kuhn

Section 8 is ^{FT. WORTH} the
indemnity we agreed to
for projects of this type.

PROJECT DESCRIPTION:

STATE Illinois CITY Jacksonville ^{refer under the}
COUNTY Morgan ROAD NAME Old U.S. 36 (Morton Avenue) ^{CLL}
LINE SEGMENT # 13 MP 11.78 DOT # 078 493 H ^{We want}
FILE # _____
PROPOSED WORK Construction of new (replacing existing) the
structure carrying old U.S. 36 (Morton Avenue) over BNSF ^{indemnity}
facilities. ^{we}
^{agreed}
^{to.}

LEGAL REVIEW:

PARTIES TO AGREEMENT BNSF Ry. Co. and Illinois Department of ^{Werner}
Transportation

MASTER AGREEMENT YES (NO) IF NO, HAS PROJECT BEEN APPROVED BY LAW
DEPARTMENT, (YES) NO DATE 1/4/00

CONTRACT SIGNED, YES (NO) DATE _____

PROJECT FUNDING:

TOTAL ESTIMATED PROJECT COST \$ Unknown

BNSF FUNDS \$ None BUDGET ITEM # _____

CPAR # _____ DATE APPROVED _____

AFE OR SA # _____ DATE APPROVED _____

SECTION 130 FUNDS \$ _____ ISTEA FUNDS \$ _____

STATE FUNDS \$ _____ CITY/COUNTY FUNDS \$ _____

OTHER:

INSURANCE REQUIRED (YES) NO INSURANCE ATTACHED YES (NO)

PERMIT OR OTHER APPROVALS REQUIRED (YES) NO IF YES GIVE DETAILS _____

Final Plans approval by BNSF.

COMMENTS Please refer to my transmittal of 12/27/99 & your note
thereon dated 1/4/00. See also copy of State's letter of 1/12/00,
also attached submitting revised agreement.

SUBMITTED BY: Al Kuhn
3253 Chestnut Expressway
Springfield, Missouri 65802

← RETURN TO

3/10/99

To: Mr. Victor A. Modeer, Jr., P.E. District Engineer

For your information the following person is who to contact in regards to Proposed Temporary Easements or Permanent Easement, any other correspondence can be forwarded to me in Galesburg, IL. at the location shown below.

Elmer D Bergquist
Manager Public Projects

Mr. Don Bratton
Catellus Development
4545 Fuller Drive
Suite #100
Irving, TX 75038
Phone 972-719-6132

Mr. Elmer D. Bergquist
Manager Public Projects
BNSF Railroad
1670 S. Henderson St.
Galesburg, IL 61401
Phone 309-345-6336
Fax 309-345-6394

cc: Don Bratton, Irving, TX.

COPY

File: 110150 - Jacksonville, IL. "General"

MODE = MEMORY TRANSMISSION

START=JAN-03 16:27

END=JAN-03 16:28

FILE NO.=115

STN NO.	COMM.	ABBR NO.	STATION NAME/TEL NO.	PAGES	DURATION
001	OK	2	919135512792	002/002	00:00:49

-IDOT

***** -DESIGN & ENVIRON- ***** 217 524 9357- *****

BNSF



CHERYL TOWNLIAN

Project Engineer

Burlington Northern Santa Fe

9253 E. Chestnut Exp.
Springfield, MO 65742

Phone: (417) 864-2154
Fax: (417) 864-2498

November 12, 1999

Ms. Cheryl Cathey, P.E.
Chief of Preliminary Engineering
Illinois Dept. of Transportation
2300 S. Dirksen Parkway
Springfield, IL 62764

Post-It® Fax Note	7671	Date	11-3-00	# of pages	2
To	LORI	From	M. Renner		
Co./Dept.	BNSF	Co.	IDOT		
Phone #		Phone #			
Fax #	913-551-2792	Fax #			

Dear Ms. Cathey,

Your file Subject: Preliminary Engineering for overpass agreement, FAP Route 753 Spur, Section 37VB-2, Job No. C-95-506-99, Morgan County; letter of October 7, 1999 concerning construction of new structure to carry old U.S. Route 36 (Morton Avenue) over BNSF trackage at the east edge of Jacksonville.

The agreement counterparts transmitted with your letter of October 7 are being returned herewith for modification as marked in red. You will please note that the indemnity provision shown as Section 8 has been crossed out. In this regard we are sending herewith a copy of the provision that should be inserted into the agreement, which also contains the insurance requirements. The format of this provision was agreed to by legal representatives of both the State and Railway Company in a meeting earlier this year and was to be used in subsequent agreements.

For your further information, it appears that there will be no force account work required on behalf of the Railway Company in connection with the subject project.

After the agreement has been corrected as indicated above, please return to me for execution on behalf of the Railway Company. As a reminder, we do want to review the final plans when they have been completed.

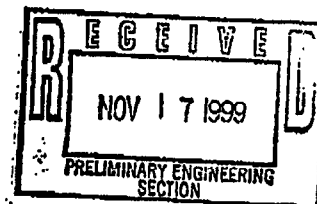
If you have any questions, or need to discuss matters further, please do not hesitate to contract me at (417) 864-2154.

Yours very truly,

Cheryl Townlian

Cheryl Townlian

Cc: Doug Werner



BNSF



CHERYL TOWNLIAN

Project Engineer

Burlington Northern Santa Fe

3253 E. Chestnut Exp.
Springfield, MO 65742

Phone: (417) 864-2154
Fax: (417) 864-2498

November 12, 1999

Ms. Cheryl Cathey, P.E.
Chief of Preliminary Engineering
Illinois Dept. of Transportation
2300 S. Dirksen Parkway
Springfield, IL 62764

*Typing
12-6
12-14*

Dear Ms. Cathey,

Your file Subject: Preliminary Engineering for overpass agreement, FAP Route 753 Spur, Section 37VB-2, Job No. C-95-506-99, Morgan County; letter of October 7, 1999 concerning construction of new structure to carry old U.S. Route 36 (Morton Avenue) over BNSF trackage at the east edge of Jacksonville.

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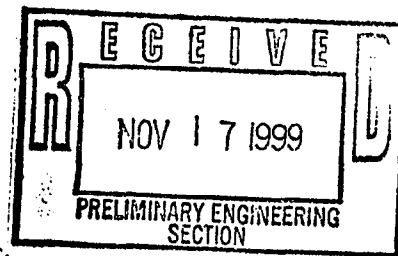
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If you have any questions, or need to discuss matters further, please do not hesitate to contract me at (417) 864-2154.

Yours very truly,

Cheryl Townlian
Cheryl Townlian

Cc: Doug Werner



SECTION X The STATE shall require its contractor(s) to perform his/her (their) work in accordance with the "Standard Specifications for Road and Bridge Construction" adopted July 1, 1997, and the "Supplemental Specifications" in effect on the date of invitation for bids, except as otherwise provided for herein.

The STATE will further incorporate, by special provision amending Article 107.11 of the Standard Specifications for Road and Bridge Construction, an indemnification provision running in favor of the COMPANY from the STATE'S Contractor in the following form:

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the BNSF and its officers, employees and agents from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work by the Contractor on or about the BNSF property; provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property, including the loss of use resulting therefrom. The indemnification herein is not limited by the required minimum insurance coverage that is to be provided in accordance with the contract or by any limitation as to the amount or type, of damages payable pursuant to law including but not limited to the Federal Employers Liability Act.

The COMPANY agrees to purchase a Railroad Protective Liability Insurance Policy, naming the Burlington Northern Santa Fe Railway Company as the insured in the amount of \$2 million combined single limit per occurrence with an aggregate limit of liability in the amount of \$6 million as set forth in Federal Aid Policy Guide, Chapter I, Subchapter G, Part 646, Subpart A (23 CFR 646A). The State agrees to reimburse the COMPANY for the insurance premium the COMPANY paid for said Railroad Protective Liability Insurance Policy. Accordingly, the STATE will further incorporate, by special provision further amending Article 107.11 of the "Standard Specifications for Road and Bridge Construction", whereby the STATE'S contractor is relieved of the standard obligation to purchase a Railroad Protective Liability Insurance Policy, naming the COMPANY as the insured.

reimbursed by the STATE in accordance with the Standard Specifications, supplements or revisions thereto and/or any applicable special provisions.

SECTION 7. Subsequent to the award of any contract(s), and before any work is started on this project, a conference shall be held between the representatives of the STATE, the COMPANY, and the interested contractor(s), at a time and place as designated by the STATE'S representative, for the purpose of coordinating the work to be performed by the several parties, and at which time a schedule of operations will be adopted.

Said schedule of operations shall provide for the COMPANY to suspend train operations over the affected portion of the COMPANY's track to allow the STATE's contractor continuous periods of six (6) hours within the hours between 6 AM and 3 PM each working day as necessary to accomplish work items (b) through (o) of STAGE 1, work items (a) through (h) of STAGE 2 and work items (a) through (d) of STAGE 3, all as listed on the attached Exhibit 2 ("Construction Staging and Work Breakdown"). Said schedule of operations shall further provide for the COMPANY to suspend train operations over the affected portion of its track to allow the STATE's contractor two (2) continuous periods of twenty (20) hours each and one or more additional continuous six (6) hour periods as necessary for the STATE's contractor to accomplish work items (f) through (p) of STAGE 5 as also listed on said Exhibit 2. The six (6) hour and twenty (20) hour time periods shall not include the time for the COMPANY'S forces to complete its necessary track adjustments to remove and restore the track. Longer time periods may be allowed by written agreement between the STATE'S contractor, the COMPANY, and the STATE'S Resident Engineer.

Flagging services by the COMPANY, as required, shall be scheduled and provided so that the STATE's contractor can work uninterrupted during the established periods of time.

The STATE's contractor will be required to provide all reasonable assistance to the COMPANY to remove and restore the track.

This AGREEMENT made and entered into by and between the STATE OF ILLINOIS, acting by and through its Department of Transportation, hereinafter referred to as the "STATE", and the BURLINGTON NORTHERN AND SANTA FE RAILWAY ^{Company} hereinafter referred to as the "COMPANY",

WITNESSETH:

WHEREAS, FAP Route 753, Old Route 36 (Morton Avenue), as presently located and constructed about one-half mile east of Jacksonville, Morgan County, Illinois, there crosses the right of way and tracks of the COMPANY by means of dual highway overpass structures; and

WHEREAS, the existing eastbound highway structure was constructed in 1930 and reconstructed by agreement with the Burlington Northern, Inc.. Said agreement entered into on March 22, 1971; and

WHEREAS, the existing westbound highway structure was constructed by agreement with the Chicago, Burlington & Quincy Railroad Company entered into on November 21, 1957, and approved by Illinois Commerce Commission Order 44662 entered on March 4, 1958; and

WHEREAS, the COMPANY has maintained the tracks and all other railroad facilities and the STATE has maintained the highway overpass structures, and all other highway facilities; and

WHEREAS, in the interest of public safety and convenience, the parties hereto propose to remove the existing eastbound and westbound structures and replace these by constructing one new structure 105.3 m long by 23.8 m wide providing 7.0 meters (23 feet) minimum vertical clearance from the top of rail and perform all other work necessary to complete the construction substantially as shown on the prints of the general drawings marked Exhibit 1, attached hereto and made a part hereof.

Now, THEREFORE, in consideration of the premises and of the mutual covenants contained herein, the parties hereto agree as follows:

SECTION 1. The preliminary and detailed plans, specifications and special provisions for the construction of the highway overpass structure and the approaches thereto shall be prepared by or for the STATE at its expense; and all such plans, specifications and special provisions, affecting the interests of the COMPANY, shall be subject to approval by the COMPANY'S authorized representative. No changes shall be made on or to any approved plans, specifications or special provisions by either party hereto without the consent in writing of the other party.

SECTION 2. The STATE, at its expense, shall acquire all necessary right of way required for the construction herein contemplated. All right of way acquisition shall be by separate document. The STATE shall also carry out, at its expense, the construction engineering and inspection for work performed by its contractor.

SECTION 3. The parties hereto shall construct or cause to be constructed, in substantial accordance with the approved plans, specifications and special provisions, the following items of work:

- (I). WORK BY THE STATE. The STATE shall furnish or cause to be furnished, at its expense, all the labor, materials and work equipment required to perform and complete:
 - (a). The preliminary engineering required for preparation of plans, specifications and special provisions as set forth in Section 1 and right of way acquisition as set forth in Section 2.
 - (b). The removal of the existing highway overpass structures.
 - (c). The construction of the highway overpass structure.
 - (d). Construction engineering and inspection as set forth in Section 1.

- (e). Incidental work necessary to complete the item(s) hereinabove specified.

The STATE'S work shall be awarded to a competent and experienced contractor(s) who has (have) adequate equipment, organization and finances, and the COMPANY shall be notified of the contractor(s) receiving such award for all work affecting the COMPANY'S interest.

- (II). WORK BY THE COMPANY. No work by the COMPANY, excepting the reasonable and essential preliminary, field and construction engineering as necessitated by the STATE'S work proposed herein, is contemplated.

The estimated cost of COMPANY'S work set forth above is \$ 0 as shown on the detailed estimate of cost attached hereto and made a part hereof.

Federal-Aid Policy Guide, Chapter I, Subchapter B, Part 140, Subpart I, Section 140.922(b) (23 CFR 140I) requires that the STATE certify that the work at the job site is complete, acceptable and in accordance with the terms of this Agreement. A representative of the STATE shall be present at the job site during construction to certify the work and to assure that all work and materials meet the requirements as set forth in the STATE'S "Standard Specifications for Road and Bridge Construction" and supplements thereto.

SECTION 4. The STATE shall require its contractor(s) to perform his/her (their) work in accordance with the "Standard Specifications for Road and Bridge Construction" adopted January 1, 1997, and the "Supplemental Specifications" in effect on the date of invitation for bids. A single Railroad Protective Liability Insurance policy, naming the COMPANY, shall be carried in limits of \$2,000,000 combined single limit per occurrence for bodily injury liability and property damage liability with an aggregate limit of \$6,000,000 over the life of the policy as set forth in Federal-Aid Policy Guide, Chapter I, Subchapter G, Part 646, Subpart A (23 CFR 646A).

Flagging bills may be presented by the COMPANY to the STATE'S contractor on a monthly basis with a final bill presented in a timely manner after completion of the project. The COMPANY will thereupon receive prompt payment from the contractor who will be reimbursed by the STATE in accordance with the Standard Specifications, supplements or revisions thereto and/or any applicable special provisions.

SECTION 5. Subsequent to the award of any contract(s), and before any work is started on this project, a conference shall be held between the representatives of the STATE, the COMPANY, and the interested contractor(s), at a time and place as designated by the STATE'S representative, for the purpose of coordinating the work to be performed by the several parties, and at which time a schedule of operations will be adopted.

SECTION 6. The STATE shall require its contractor(s), before entering upon the COMPANY'S right of way for performance of any construction work, or work preparatory thereto, to notify the authorized representative of the COMPANY for the occupancy and use of the COMPANY'S right of way outside the limits of the structure(s), and to comply with his recommendations relative to the requirements for railroad clearances, operation and general safety regulations.

SECTION 7. The safety and continuity of operation of the traffic of the COMPANY shall be at all times protected and safeguarded, and the STATE shall require its contractor(s) to perform the work accordingly. Whenever the work may affect the safety of trains, the method of doing such work shall first be submitted to the COMPANY'S authorized representative for his approval without which it shall not be commenced or prosecuted. The approval of the COMPANY'S authorized representative shall not be considered as a release from responsibility, or liability for any damage which the COMPANY may suffer, or for which it may be held liable by the acts of the contractor(s), or those of their subcontractor(s), or their employees.

Check w/ Chief Counsel
Ho Office

SECTION 8. If any loss, damage, destruction, injury or death occurs to any person or property as a result of or in the course of the performance by the COMPANY of its obligations under this AGREEMENT, whether intentional or unintentional, the COMPANY agrees to indemnify and hold harmless the STATE from any and all liability of the STATE which may result from any such loss, damage, destruction, injury or death including all related costs and attorneys' fees and expenses. The COMPANY shall not be obligated to indemnify and hold harmless the STATE from liability for injury or death proximately caused by the negligence of any employee or agent of the STATE.

Handwritten notes:
Marv & your predecessor
81 met with the State in Springfield
they agreed to the indemnity they would give to us on the project

SECTION 9. The STATE shall require its contractor(s), upon the completion of the work of such contractor(s), to remove from within the limits of the COMPANY'S right of way all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings of such contractor(s), and to leave the right of way upon which the said contractor(s) carried on operations in a neat condition, satisfactory to the authorized representative of the COMPANY.

SECTION 10. When the construction of this grade separation project is completed, the STATE shall maintain at its expense, or by agreement with others provide for the maintenance of, the highway overpass structure, the approaches, and all highway facilities.

In order to fulfill its maintenance obligation, the STATE shall have access to the structure at all times, for the performance of inspections, repair and maintenance. The COMPANY shall be notified whenever such activities may affect its operations. All repair or maintenance work shall be performed in accordance with the applicable STATE'S Standard Specifications in effect on the date the work is performed.

The COMPANY shall maintain at its expense, all track(s) and railroad facilities. In the event of railroad derailments, accidents or collisions caused by the negligence of the COMPANY, and resulting in damage to the highway overpass structure, the STATE shall make the repairs necessary to restore the said overpass structure substantially to its former

WE NEED THIS!

~~condition, and the COMPANY agrees to reimburse the STATE for the actual cost of such~~
~~repairs.~~ The COMPANY further agrees not to erect, nor grant permission to others to erect,
any advertising signs that would be visible from the highway pavement on COMPANY'S
property within the limits of the highway's right-of-way lines extended across the
COMPANY'S property.

SECTION 11. The parties hereto agree to a Lump Sum method of payment. The
STATE, upon acceptance of the final bill (to be submitted in sets of four) and verification of
the completed work, shall pay to the COMPANY 100% of the amount shown in Section 3,
Part II herein less any previous partial payments.

The COMPANY shall maintain, for a minimum of ³ years after the completion of the
contract, adequate books, records, and supporting documents to verify the amounts,
recipients, and uses of all disbursements of funds passing in conjunction with the contract;
the contract and all books, records, and supporting documents related to the contract shall be
available for review and audit by the Auditor General and other STATE auditors; and the
COMPANY agrees to cooperate fully with any audit conducted by the Auditor General and
other STATE auditors and to provide full access to all relevant materials. Failure to maintain
the books, records, and supporting documents required by this section shall establish a
presumption in favor of the STATE for the recovery of any funds paid by the STATE under
the contract for which adequate books, records, and supporting documentation are not
available to support their purported disbursement.

After the Federal or STATE representatives have audited the expenses as incurred by
the COMPANY, including such amounts as may have been suspended from any previous
payment, the STATE shall promptly reimburse the COMPANY for the retained percentages
and suspended amounts, less the deduction of any item(s) of expense as may be found by
the Federal or STATE representatives as not being eligible for reimbursement. If the total of
the item(s) of expense as may be found by the Federal or STATE representatives as not

your
Call on
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NEED
5 per
Awards

being eligible for reimbursement exceeds the retained percentage plus any amounts which may have been suspended, then the COMPANY shall promptly reimburse the STATE for the overpayment.

SECTION 12. The project herein contemplated shall be subject to all appropriate Federal laws, rules, regulations, orders and approvals pertaining to all agreements, plans, estimates, specifications, award of contract, acceptance of work and procedure in general. The STATE will reimburse the COMPANY as hereinbefore provided, for only such items of work and expense, and in such amounts and forms as are proper and eligible for payment.

*Subject to
the
Company's
existing job
agreement*

SECTION 13. It is the policy of the U.S. Department of Transportation that minority business enterprises, as defined in 49 Code of Federal Regulations (CFR) Part 23, shall have the maximum opportunity to participate in the performance of agreements financed in whole or in part with Federal funds. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this AGREEMENT.

The COMPANY agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the maximum opportunity to participate in the performance of this AGREEMENT. ~~In this regard,~~ the COMPANY shall take all necessary and reasonable steps, in accordance with 49 CFR Part 23, to ensure that minority business enterprises have the maximum opportunity to compete for and perform portions of this AGREEMENT. The COMPANY shall not discriminate on the basis of race, color, national origin or sex in the selection and retention of contractors, including procurement of materials and leases of equipment.

The COMPANY shall include this provision in every subagreement, including procurement of materials and leases of equipment.

Failure to carry out the requirements set forth above shall constitute a breach of agreement and may result in termination of the AGREEMENT or such remedy as deemed appropriate.

In the event any work is performed by other than COMPANY forces, the provisions of "an act regulating wages of laborers, mechanics and other workers employed in public works by the State, County, City or any public body or any political subdivision or by any one under contract for public works" (Illinois Compiled Statutes, 820 ILCS 130/1) shall apply.

SECTION 14. In the event that delays or difficulties arise in securing Federal approval, or in acquiring rights of way, or in settling damages or damage claims, or for any other cause which in the opinion of the STATE render it impracticable to proceed with the construction of the project, then at any time before a construction contract is executed or actual construction is started, the STATE may serve formal notice of cancellation upon the COMPANY and this agreement shall thereupon become null and void.

SECTION 15. At the time this AGREEMENT was executed, there were funds available for the project herein contemplated; however, obligations assumed by the STATE under this agreement shall cease immediately, without penalty or payment, should the Illinois General Assembly or the Federal Highway Administration fail to appropriate or otherwise make available funds for the project.

SECTION 16. This AGREEMENT is subject to all terms contained in the "State Required Ethical Standards Governing Contract Procurement", attached hereto as Attachment A and made a part hereof.

SECTION 17. Pursuant to the International Anti-Boycott Certification Act, Illinois Public Act 88-671, the COMPANY certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

SECTION 18. Under penalties of perjury, the COMPANY certifies that its correct Federal Taxpayer Identification Number (TIN) is 941-6034000 and the COMPANY is doing business as a corporation.

SECTION 19. This Agreement shall be binding upon the parties hereto, their successors or assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate counterparts, each of which shall be considered as an original, by their duly authorized officials as of the dates below indicated.

Executed by the STATE, this _____
day of _____, 19 .

STATE OF ILLINOIS, acting by and through
its Department of Transportation,

By: _____
Director of Highways

Executed by the COMPANY, this _____
day of _____, 19 .

THE BURLINGTON NORTHERN AND
SANTA FE RAILWAY **COMPANY**

Attest:

By: _____

MGR:rc\\coadmfs3n\dewp\gen\wpdocs\agreement\rc00wp0293.doc

BNSF



ELMER D. BERGQUIST
MANAGER PUBLIC PROJECTS

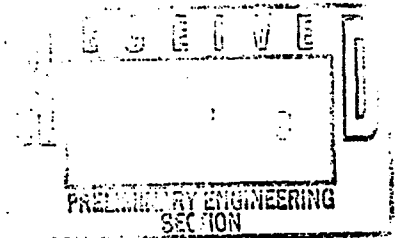
THE BURLINGTON NORTHERN & SANTA FE

ENVELOPE

1670 S. HENDERSON ST.
GALESBURG, IL 61401
Phone (309) 345-6336
Fax (309) 345-6394

June 9, 1999

Ms. Cheryl Cathey, P.E.
Chief of Preliminary Engineering
Illinois Dept. of Transportation
2300 S. Dirksen Parkway
Springfield, IL 62764
Attn: Mike Rentschler



Subject: Proposed replacement of the existing overhead bridge carrying FAP Route 753 (Morton Ave., Old US 36) at Jacksonville, Illinois, on the BN&SF Railway Company's Illinois Division, Beardstown Subdivision, LS #13, MP 11.78, DOT #078-493H.

In reference to your letter of May 7, 1999, in regard to your request of approval and/or comments, please find a copy of my May 24, 1999, letter to K. H. Jennison, Asst. Director of Structure Design, upon which he has placed a note on it dated June 1, 1999, where he indicates he returned one (1) set of prints stamped "Approved for Clearances Only, No Exceptions Taken".

I am also enclosing one (1) full size of the TSL Plan which has been stamped and signed by Mr. Jennison.

If you have any questions in regard to this subject, you can contact me at (309) 345-6336 or Ken Jennison at (913) 551-4164.

A handwritten signature in cursive script that reads "Elmer D. Bergquist".

Elmer D. Bergquist
Manager Public Projects

EDB/elm

Enclosures

cc: M. J. Nelson, Kansas City, KS
Ken Clark, Kansas City, KS
D. C. Wolter, Galesburg, IL
M. S. Linn, Galesburg, IL
D. D. Dudding, Galesburg, IL
A. J. Lehman, Galesburg, IL (Info only)

G. A. Snyder, Palmyra, MO (Info only)
Dusty Bellew, Beardstown, IL (Info only)
W. R. Sims, Palmyra, MO
R. S. Maddox, Beardstown, IL
K. H. Jennison, Kansas City, KS

File: 110150 - Jacksonville, IL "General"

BURLINGTON NORTHERN R.R.
ENGINEERING

JUN 09 1999

Date: May 24, 1999

To: K. H. Jennison, Asst. Director of Structure Design, Kansas City, KS

GALESBURG, IL

From: Elmer D. Bergquist, Manager Public Projects, Galesburg, IL

Subject: Proposed replacement of the existing overhead bridge carrying FAP Route 753 (Morton Ave., Old US 36) at Jacksonville, Illinois, on the BN&SF Railway Company's Illinois Division, Beardstown Subdivision, LS #13, MP 11.78, DOT #078-493H.

Enclosed please find copy of transmittal letter dated May 7, 1999, and copies of two (2) full size and one (1) reduced set of TSL plans for replacement of the above captioned structure, that I received from Cheryl Cathey, P.E., Chief of Preliminary Engineering with the Illinois Department of Transportation, in Springfield, Illinois, wherein she has requested our approval of the preliminary plan.

Would you please review the same and indicate on the plans our approval and/or comments and forward same back to me, so I, in turn, can reply back to Ms. Cathey in the near future.

If you have any questions in regard to this subject, you can contact me at (309) 345-6336 or Mr. Rentschler at (217) 785-5885.

Elmer D. Bergquist
Elmer D. Bergquist
Manager Public Projects

EDB/elm

Enclosures

→ E. D. BERGQUIST:
ONE SET OF PRINTS RETURNED
STAMPED "APP'D. FOR CLEARANCES
ONLY". NO EXCEPTIONS TAKEN
K. H. Jennison
6/1/99

cc: Ms. Cheryl Cathey, P.E.
Chief of Preliminary Engineering
Illinois Dept. of Transportation
2300 S. Dirksen Parkway
Springfield, IL 62764
Attn: Mike Rentschler

M. J. Nelson, Kansas City, KS
Ken Clark, Kansas City, KS
D. C. Wolter, Galesburg, IL
M. S. Linn, Galesburg, IL
D. D. Dudding, Galesburg, IL
A. J. Lehman, Galesburg, IL (Information only)
G. A. Snyder, Palmyra, MO (Information only)
Dusty Bellew, Beardstown, IL (Information only)
W. R. Sims, Palmyra, MO
R. S. Maddox, Beardstown, IL

File: 110150 - Jacksonville, IL "General"

1.1.1

Page

MRP

PROOF OF SERVICE

The undersigned certifies that on 5/31/00, 2000, all counsel of record were served with a copy of the foregoing document at their respective addresses by the method indicated below:

- ☒ U.S. Mail
☐ Personal Delivery
☐ Facsimile
☐ Overnight Courier

and that the original was filed with the Illinois Commerce Commission of the which this matter is pending.

Margaret Peterson

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